

POWERS, KIRN & ASSOCIATES, LLC  
By: Jill Manuel-Coughlin, Esquire; ID# 63252  
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Attorney for Movant/ 16-0422

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Barbara Ann Bady  Debtor	Chapter 13 Proceeding  16-18690 AMC
Sun West Mortgage Company, Inc.  Movant	
v.	
Barbara Ann Bady William C. Miller, Esquire  Respondents	

**SUPPLEMENTAL STIPULATION IN SETTLEMENT OF  
MOTION FOR PROSPECTIVE IN-REM RELIEF FROM THE AUTOMATIC STAY**

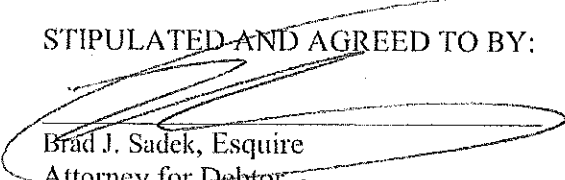
WHEREAS, the parties hereto, and their respective counsel, have agreed as to the disposition of the Motion for Prospective IN-REM Relief from the Automatic Stay filed by Jill Manuel-Coughlin, Esquire on behalf of secured creditor, Sun West Mortgage Company, Inc. ("Movant").

NOW, THEREFORE, intending to be legally bound, the parties hereto, herewith stipulate as follows:

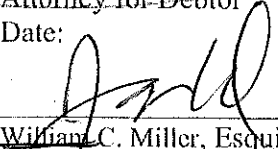
1. The Automatic Stay as provided by Section 362 of the Bankruptcy Code shall remain in full force and effect conditioned upon the terms and conditions set forth herein.
2. This Stipulation is being filed as a supplement to the Original Stipulation which was approved 2/10/2017 at Docket#17 pertaining to the property located at 318 Rices Mill Road, Wyncote, PA 19095, mortgage account ending with 1200.
3. Upon approval by the United States Bankruptcy Court of the within Stipulation, Debtor and Movant, agree to the following:
  - (a) Debtor shall remain current on all future payments for taxes and/or insurance as they come due, in accordance with the terms of the Note & Reverse Mortgage.
  - (b) If sufficient proof is provided (front and back copies of checks or money orders) of payments made, but not credited, the account will be adjusted accordingly.
  - (c) As of 4/22/2019, a post-petition default totaling **\$19,195.95** has been incurred for Real Estate Taxes paid on Debtor's behalf by Movant.
  - (d) As a courtesy, Movant has agreed to allow Debtor to re-pay the default of the terms of the 2/10/2017 Stipulation by way of this supplemental Stipulation. Beginning MAY 2019 and continuing monthly through OCTOBER 2019; in addition to the regular monthly post-petition payment; Debtor shall pay to Movant the additional sum of **\$3,199.33** per month (*parties agree that the remaining \$.03 from the final stip payment will be placed in debtor suspense to credit the overage*). Additional "stip payments" shall be due on the last day of each month. These additional payments shall be applied towards the arrears shown in paragraph 3(c) above.

- (c) All payments from Debtor to Movant shall be in the form of certified funds. Post-petition payments should be sent to Sun West Mortgage Company, Inc., 6131 Orangethorpe Avenue, Suite 500, Buena Park, CA 90620.
- (f) The provisions of the Stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this Stipulation, including fees and costs, due under the terms of the contract and applicable law.
- (g) The Debtor shall timely tender all payments and comply with all conditions in accordance with this Stipulation. If such payments or conditions are not timely made, or convert to a Chapter 7 Bankruptcy, Movant may provide the Debtor(s) and their counsel with fifteen (15) days written notice of default. If the default is not cured within the fifteen (15) day period, Movant may certify the default to this Court and an Order shall be entered granting Movant Prospective In-Rem Relief from the automatic stay without further notice and hearing and waiving FED. R. Bankr. P. 3002.1 and waiving Rule 4001 (a)(3) so that the In-Rem Relief Order is immediately effective and enforceable and ***no further Bankruptcy filings by Debtor(s) or any party claiming an interest in the Property shall place an Automatic Stay on the mortgaged property for a period of two (2) years from the entry of the order approving this Stipulation pursuant to 11 U.S.C. §362(d)(4).***
- (h) If this case should be Dismissed for any reason, this Court shall retain jurisdiction to immediately enter the Prospective In-Rem Relief Order referenced above upon Movant's filing of a Certificate of Default (*no prior Notice of Default will be required*).
- (i) The parties agree that a facsimile may be submitted to the Court as if it were an original.

STIPULATED AND AGREED TO BY:

  
Brad J. Sadek, Esquire  
Attorney for Debtor  
Date:

/s/ Jill Manuel-Coughlin, Esquire  
Jill Manuel-Coughlin, Esquire  
Attorney for Movant  
Date:

  
William C. Miller, Esquire  
Trustee  
Date:

*No objection*

On this \_\_\_\_ day of \_\_\_\_\_, 2019, approved by the Court.

\_\_\_\_\_  
United States Bankruptcy Judge  
Ashely M. Chan